

## Contact residential plan special terms and conditions

This document sets out all of Contact Energy Limited's (**Contact, we, us, our**) residential plan special terms and conditions for particular residential plans recently released after 10 June 2019. Different sections will apply depending on the combination of services and benefits that are included in your residential plan. Here are the sections:

[What do I need to know about my residential plan?](#)

[What do I need to know if I'm on a fixed term residential plan?](#)

[What do I need to know if I have broadband?](#)

[Which residential plans have additional special terms?](#)

### What do I need to know about my residential plan?

1. Our residential plans are generally available for residential:
  - a. electricity supply;
  - b. electricity and natural gas supply; or
  - c. a combination of either clause 1a and 1b above with broadband supply.
2. Unless you're on a fixed term residential plan the residential plan will apply from the date we process your application or a date notified to you by us and will have no specified end date.
3. The residential plan will end if you move to another property.
4. All services at the same premises must be on the same residential plan.
5. Residential plans are not available with PrePower, any Rockgas Limited (**Rockgas**) LPG supply, unmetered supply, or in conjunction with any other offer from us unless at our discretion. Rockgas LPG pricing is subject to change and will be confirmed to you in your confirmation letter from Rockgas.
6. Certain products, services, and offers are subject to their own special terms and conditions that will apply and will prevail should there be inconsistencies with these *Contact residential plan special terms and conditions*, for example, Contact PrePay and Weekly Fortnightly Billing are available for single electricity supply only.
7. The *Contact residential plan special terms and conditions* should be read along with our [General terms and conditions for residential and business customers](#). If there are any inconsistencies between the two, the *Contact residential plan special terms and conditions* will prevail.
8. We may cancel any residential plan early if you are in breach of any of our terms and conditions.
9. We may make minor changes to the *Contact residential plan special terms and conditions* at anytime. Where the changes are material, the process outlined in our [General terms and conditions for residential and business customers](#) will apply.

### What do I need to know if I'm on a fixed term residential plan?

*The following terms and conditions apply to customers with a fixed term plan who signed up prior to 14 September 2023. New customers can no longer join a fixed term plan after 14 September 2023.*

1. The residential plan will apply from the date we process your application or a date notified to you by us and will continue until the date advised to you at the time of sign-up (the **Fixed Term**).
2. When the Fixed Term ends, unless otherwise notified by us your residential plan will continue, including pricing and benefits, but you will move to an open term at the expiry of the Fixed Term meaning that this "What do I need to know if I'm on a fixed term plan" section will no longer apply from that date.
3. Subject to the following sub-clauses below, energy pricing on the residential plan will not change until the end of the Fixed Term:

- a. The Electricity Authority Levy, Gas Industry Company Fee, unmetered charges, and our Distributed Generation export rate are not covered by these *Contact residential plan special terms and conditions* and are subject to change.
  - b. We may adjust your price as necessary:
    - i. to pass on to you any other cost to us as a result of new regulation, government-imposed tax, levy, assessment, duty, charge or withholding on natural gas or electricity, or on these *Contact residential plan special terms and conditions*; and
    - ii. if for any reason, the information that we relied on to set the price for you under the residential plan is incorrect or changes. For example, if the meter set-up referred to on your current retailer's bill differs to your actual set-up, or if the price category is changed by your network company. If this occurs and you no longer wish to take up or continue with the residential plan, we may waive any break fee.
  - c. These *Contact residential plan special terms and conditions* do not affect our additional [service fees](#), which may change from time to time in accordance with our [General terms and conditions for residential and business customers](#).
4. If you have broadband, the broadband pricing, including any applicable phone line and calling packages (excluding chargeable calls), will not change until the end of the Fixed Term.
  5. A break fee of \$150 per installation control point (ICP) will apply if you end the plan during the Fixed Term. This includes where you want to change your residential plan during the Fixed Term. We may waive this fee at our sole discretion.

### **What do I need to know if I have broadband?**

1. You must have at least your electricity with us to qualify for our broadband service.
2. If you remove your broadband service with us while on the residential plan, your residential plan will change to the closest equivalent residential plan available, or to another residential plan offered by us and accepted by you.
3. You can change your broadband and calling services at any time on the residential plan. Any change in service will be subject to the price applicable to that service at the time of your requested change.
4. Clause 7 in the [“What do I need to know about my residential plan?”](#) section is replaced with this clause 4: The *Contact residential plan special terms and conditions* should be read along with our [General terms and conditions for residential and business customers](#) and our [Terms and Conditions for Residential Internet and Telephone Services](#). If there are any inconsistencies between the three, the *Contact residential plan special terms and conditions* will prevail.

### **Which residential plans have additional special terms?**

The following terms and conditions are unique to specific plans and will apply in addition to, and will prevail over should there be inconsistencies with, the above applicable terms and conditions.

#### **Basic plan special terms**

1. In addition to the service combinations outlined in clause 1 of the [“What do I need to know about my residential plan?”](#) section, the Basic plan is available for residential natural gas supply only.

#### **Bach plan special terms**

1. The Bach plan is available for secondary residential properties, only where we supply:
  - a. electricity supply;
  - b. electricity and natural gas supply; or
  - c. a combination of either clause 1(a) and 1(b) above with broadband; to your primary residential property. If you have electricity and natural gas with us at the same premises, then both must be on the same plan.

2. Low User and distributed generation options are not available with the Bach plan.

### Simplicity Bundle plan special terms

*The following terms and conditions apply to customers with a Simplicity Bundle plan who signed up prior to 14 September 2023. New customers can no longer join the Simplicity Bundle plan after 14 September 2023.*

1. The Simplicity Bundle plan is available for residential:
  - a. electricity and natural gas supply; or
  - b. electricity, natural gas, and broadband supply.
2. This plan is designed for customers who are moderate gas users using at least 2,000 kilowatt hours (kWh) per year. We may remove you from the Simplicity Bundle plan if we can see that it is unlikely you will use at least 2,000 kWh per year. Should we remove you from the Simplicity Bundle plan in accordance with this clause 2, we will put you on the Basic plan.

### Good Nights plan special terms

1. To be eligible for the Good Nights plan, you must have an eligible, and actively communicating, electricity smart meter.
2. While on this plan, you will receive free electricity usage between 9pm and midnight every night (the Free Period). Any relevant daily charge will still apply for the full day. For the avoidance of doubt, gas, broadband and other non-electricity usage charges still apply during that period.
3. Your use of our Free Period must not be unreasonable or overly excessive, or in other words it must be fair use. If your average Free Period usage per week exceeds 200kWh, which is around 5 times the average electricity used by our customers per week during the Free Period, your usage will not be considered fair use.
  - a. If your use is considered unreasonable or excessive, we may get in touch to request that you alter the nature of your usage to restore fair use.
  - b. If your unreasonable or excessive usage continues after a request to alter the nature of your usage, we reserve the right to move you to an alternative plan with no Free Period and/or charge you for any electricity usage which is unreasonable, or in excess of 200kWh per week during the Free Period, at the standard applicable rate.
4. There may be times when we need to estimate your electricity usage, for example where the meter fails to communicate actual read data or where you switch off the mains for a short period of time. Any estimates will be subsequently corrected with actual meter read data (where available).
5. We rely on your smart meter sending us actual read data every 30 minutes to be able to invoice you accurately. In situations where your smart meter fails to communicate actual read data persistently or for 3 or more continuous days, we may need to move you to another plan (at our sole discretion) to be able to invoice you. We will notify you should this occur.

### Wireless Broadband special terms

1. In order to be eligible to use our Wireless Broadband services:
  - a. Your address must be in our network provider's Wireless Broadband coverage area; and
  - b. Your internet usage should not be more than the usage permitted by your chosen plan.
2. You may be requested to limit your use of our Wireless Broadband product (or limit your use on certain devices) if we consider you may exceed the usage permitted by your chosen plan.
3. Your use of our unlimited Wireless Broadband services must not be excessive and/or unreasonable, or in other words it must be fair use.
  - a. If your usage materially exceeds estimated use patterns (developed by reference to average customer profiles) or is likely to damage or negatively impact the operation

of the network, your usage will not be considered fair use and we may request that you stop or alter the nature of your usage to restore fair use.

- b. If your excessive or unreasonable usage continues after receipt of a request to stop or alter the nature of such usage, we may without further notice restrict, suspend or cancel your Wireless Broadband services.
4. Your wireless terminal is validated for your specific address and any change in location may result in your service being suspended or terminated.

### Dream Charge plan special terms

*The following terms and conditions apply to customers with a Dream Charge plan who signed up prior to 28 November 2023. New customers can no longer join the Dream Charge plan after 28 November 2023.*

1. To be eligible for the Dream Charge plan, you must have an eligible, and actively communicating, electricity smart meter.
2. While on this plan, you will receive cheaper variable electricity usage rates between 11pm-7am every night, as compared to the day variable electricity usage rates of this plan. For the avoidance of doubt the daily charge, gas, broadband and other non-electricity usage charges will be charged at the standard rate during that period.
3. There may be times when we need to estimate your electricity usage, for example where the meter fails to communicate actual read data or where you switch off the mains for a short period of time. Any estimates will be subsequently corrected with actual meter read data (where available).
4. We rely on your smart meter sending us actual read data every 30 minutes to be able to invoice you accurately. In situations where your smart meter fails to communicate actual read data persistently or for 3 or more continuous days, we may need to move you to another plan (at our sole discretion) to be able to invoice you. We will notify you should this occur.

### Good Charge plan special terms

1. To be eligible for the Good Charge plan, you must have an eligible, and actively communicating, electricity smart meter.
2. While on this plan, you will receive half price variable electricity usage rates between 9pm-7am every night, as compared to the day variable electricity usage rates of this plan. For the avoidance of doubt the daily charge, gas, broadband and other non-electricity usage charges will be charged at the standard rate during that period.
3. There may be times when we need to estimate your electricity usage, for example where the meter fails to communicate actual read data or where you switch off the mains for a short period of time. Any estimates will be subsequently corrected with actual meter read data (where available).
4. We rely on your smart meter sending us actual read data every 30 minutes to be able to invoice you accurately. In situations where your smart meter fails to communicate actual read data persistently or for 3 or more continuous days, we may need to move you to another plan (at our sole discretion) to be able to invoice you. We will notify you should this occur.

### Good Weekends plan special terms

1. To be eligible for the Good Weekends plan, you must have an eligible, and actively communicating, electricity smart meter.
2. While on this plan, you will receive free electricity usage between 9am and 5pm every Saturday and Sunday (the Free Period). Any relevant daily charge will still apply for the full day. For the avoidance of doubt, gas, broadband and other non-electricity usage charges still apply during that period.

3. Your use of our Free Period must not be unreasonable or overly excessive, or in other words it must be fair use. If your average Free Period usage per week exceeds 150kWh, which is around 7 times the average electricity used by our customers per week during the Free Period, your usage will not be considered fair use.
  - a. If your use is considered unreasonable or excessive, we may get in touch to request that you alter the nature of your usage to restore fair use.
  - b. If your unreasonable or excessive usage continues after a request to alter the nature of your usage, we reserve the right to move you to an alternative plan with no Free Period and/or charge you for any electricity usage which is unreasonable, or in excess of 150kWh per week during the Free Period, at the standard applicable rate.
4. There may be times when we need to estimate your electricity usage, for example where the meter fails to communicate actual read data or where you switch off the mains for a short period of time. Any estimates will be subsequently corrected with actual meter read data (where available).
5. We rely on your smart meter sending us actual read data every 30 minutes to be able to invoice you accurately. In situations where your smart meter fails to communicate actual read data persistently or for 3 or more continuous days, we may need to move you to another plan (at our sole discretion) to be able to invoice you. We will notify you should this occur.

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